

EXHIBIT 20

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ROOTS

شركة روتس للملابس الجاهزة لدم
Roots Ready Made Garments Co., W.L.L.

Ref. No. 141

25 February 2004

Mr. Ehab Al Sharif
A.A Turki Corporation
P.O Box 718
Dammam, 31421
Saudi Arabia

Subject: Memo Of Understanding

Dear Ehab:

Enclosed you will find your copy of the "Memorandum of understanding" duly signed and stamped.

Sincerely,

Nalae S. A.

Naser Beheiry
General Manager
Roots Ready Made Garments Co

Encl: As stated

هاتف: +٩٦٤-١٩١١٧٦٦ (١٨٦٦ ٤٤) فاكس: +٩٦٤ ١٨٦٦ ٤٤ ص.ب: ٢٢٤٢٧ الدوحة قطر
Tel: +974 44 66 171-191-194, Fax: +974 44 66 181, P.O.Box: 22427 Doha, Qatar
rootsco@qatar.net.qa

EXHIBIT 69
Alvin Tsz (WITNESS) 6/16/08 (DATE)
JANIS JENNINGS, CSR 3942

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is made and entered into as of ~~February~~ January 25, 2004 (the "Effective Date") by and between:

1. Roots Readymade Garment Company, with its principal place of business at P.O. Box 22447, Doha, Qatar ("Roots"), and
2. A.A. Turki Corporation, with its principal place of business at P.O. Box 718, Dammam, 31421, Saudi Arabia ("ATCO").

Roots and ATCO are sometimes herein referred to individually as a "Party" and collectively as the "Parties"

WHEREAS, Roots manages rights granted to Gabana Gulf Distribution Ltd, with its principal place of business at Babmaes Street 2, London SW1Y 6NT, United Kingdom ("Gabana") by GAP Inc. to sell and/or distribute ISP (International Sales Program) merchandise labeled GAP, Banana Republic, and Old Navy (the "Labels") in: The United Arab Emirates (collectively, the "Territory"); and

WHEREAS, Roots seeks to appoint ATCO as its exclusive distributor for the ISP Labels in the Territory;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Termination.

This MOU shall be effective as of the Effective Date and shall continue in full force and effect until the earlier of (i) the passage of one ninety (90) calendar days or (ii) the execution of a distributor agreement between the Parties formalizing the activities contemplated by this MOU (the "Distributor Agreement").

2. Distributor Agreement.

The Parties agree to negotiate in good faith the Distributor Agreement incorporating the basic principles provided in this MOU. The Distributor Agreement shall be valid for a period of two (2) Gregorian calendar years from the date it is executed. The Distributor Agreement will be automatically renewed as long as Gabana have the rights to sell and /or distribute ISP in the Territory unless either party gives the other party a ninety (90) days written notice expressing their intentions to terminate this agreement.

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3. Basic Terms and Conditions

a. ATCO shall (i) send one (1) or more authorized representatives to quarterly ISP Label collection presentations in San Francisco, California and (ii) place ISP Label orders four (4) times per year. The above arrangement shall stay in effect until Roots notify ATCO about setting up and implementing a more convenient venue for presenting Label collections.

b. ATCO shall pay a ten (10) percent non-refundable down-payment deposit at the time of each order by T/T, with the remaining balance to be covered by an irrevocable letter of credit within Seven (7) business days of ATCO's receipt of an order confirmation sent by Roots.

c. The delivery terms for the ISP Labels shall be ex-works Roots' warehouse in Jebel Ali, the United Arab Emirates.

d. All ATCO points of sale in the Territory are subject to the prior approval of GAP Inc.

e. ATCO shall purchase from and pay Roots for the Labels according to Roots price list in effect at the time the order is placed. Pricing is based on ex-works Jebel Ali Free Zone

4. Entire Agreement.

This MOU supersedes any previous agreement and understandings related to ISP between the Parties with respect to these matters and cannot be changed or terminated except by a written instrument executed by the Parties.

5. Governing Law.

This MOU shall be governed by and construed under the laws of State of Qatar, as if executed and to be performed wholly within the State of Qatar

6. No Consequential Damages.

Notwithstanding any other provisions of this MOU, no Party shall have any liability to any other Party in contract, tort or otherwise (including negligence, warranty, or strict liability) for any incidental, special, indirect, punitive or consequential damages arising out of or in connection with this MOU.

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7. Notices.

Notices and all other communications that are required or permitted under this MOU shall be in writing, and will be deemed given (i) upon personal delivery, (ii) upon the sender's receipt of electronic confirmation of transmission, if sent by facsimile, or (iii) upon receipt if sent by FedEx, DHL or United Parcel Service. The Parties designate the following addresses for notices:

Roots:

Roots Readymade Garment Company
P.O. Box 22447
Doha, Qatar
Attn: Naser Behlery, General Manager
Telephone: 974 4466171
Facsimile: 974 4466181

ATCO:

A.A. Turki Corporation
P.O. Box 718
Dammam, 31421 Saudi Arabia
Attn: Ziad Al-Turki, Executive Vice President

Telephone: 966 3 833 5588
Facsimile: 966 3 833 9881

Any Party may amend its above-mentioned information by notice to the other Parties, as provided in this Section 7.

8. Counterparts.

This MOU may be executed in multiple original counterparts, each of which shall be deemed to be an original.

9. Assignment.

ATCO may not assign, transfer delegate or otherwise discharge its rights or obligations under this MOU.

10. Authorization.

Each individual signing on behalf of a business entity covenants that he is authorized to bind such entity.

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IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date first written above.

Roots Readymade Garment Company

By: 

Name: Ashraf Abu Issa

Title: Managing Director



Legal Stamp/Seal Above

A.A. Turki Corporation

By: 

Name: Ziad Al-Turki

Title: Executive Vice President



Legal Stamp/Seal Above